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January 12, 2018

The Honorable Jocelyn Boyd
Chief Clerk
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, South Carolina 29210

Re: Approval of Third Negotiated Amendment to Interconnection Agreement between AT&T South Carolina¹ and ALEC, LLC ("CLEC") Pursuant to Sections 251 and 252 of the federal Telecommunications Act of 1996
Docket No. 1997-219-C


Dear Ms. Boyd:

AT&T South Carolina and CLEC respectfully submit for the Commission's approval, pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act"), the attached amendment to the parties' interconnection agreement. This amendment, which was negotiated pursuant to Sections 251 and 252 of the Act, also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Section 252(e) of the Act charges the Commission with approving or rejecting this amendment within 90 days of its submission. The Commission may only reject the amendment if it finds that: the amendment or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the amendment or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the amendment represent that neither of these reasons exists and that the Commission should approve the amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely yours,


Richard T. Howell

RTH/mr
Attachment

cc: James E. McDaniel

¹ BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE**

AND

ALEC, LLC

Signature: eSigned - Matthew G. ConroySignature: eSigned - William BockelmanName: eSigned - Matthew G. Conroy
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Chief Financial Officer
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 04 Jan 2018Date: 04 Jan 2018

ALEC, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	---	636E
FLORIDA	---	4191
GEORGIA	4262	4750
KENTUCKY	4212,7018	4211,7017
LOUISIANA	---	728H
MISSISSIPPI	---	9898
NORTH CAROLINA	4174	4390
SOUTH CAROLINA	---	217F
TENNESSEE	---	2588

Description	ACNA Code(s)
ACNA(s)	WTF,MKE,OLK,TVK,GLZ

**AMENDMENT TO THE AGREEMENT
BETWEEN
ALEC, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Interconnection Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

9. For Alabama, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee:
This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	ALEC, LLC	Interconnection Agreement
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	ALEC, LLC	Interconnection Agreement

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk